

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION

SPECIFICATION NO.05-105

ANNUAL REQUIREMENTS FOR SODIUM HYPOCHLORITE (BLEACH)

DATE: June 1, 2005

CONTRACT PERIOD: June 1, 2005 thru May 31, 2006

CONTRACTOR: DPC Industries Inc.
11202 S 25th
Omaha NE 68123

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Tony Leach
Telephone No.: 402-293-1185
FAX No.: 402-293-9647
E-Mail Address:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

Per SPEC/PROPOSAL & CONTRACT

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

F:/files/sharpurc/awardnotifications/con05105

E.O. #73297
Dated:5/27/05

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENT FOR SODIUM HYPOCHLORITE BLEACH
AS PER SPECIFICATION 05-105**

Contractor: DPC INDUSTRIES

*Copy of
original
SW*

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 11th day of May, 2005, by and between DPC Industries, 11202 So. 25th Street, Omaha NE 68123 hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Annual Requirements for Liquid Sodium Hypochlorite (Bleach) Specification 05-105

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

\$ Unit Price \$0.746

CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The completion shall be Per Marshall Coleman, Assistant Superintendent of Operations, Wastewater.

Term of the Agreement: Term of the Agreement shall be one year as twelve (12) consecutive months, and shall be **June 1, 2005 through May 31, 2006**

At the City's request, with the Contractor's consent, the agreement shall be renewable for two (2) each additional one(1) year periods with any extensions as mutually agreed.

GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
- *5. The City of Lincoln Standard Specifications for Municipal Construction
 - a. General Conditions
 - b. General Specifications
 - c. Construction & Materials Specifications
- ** 6. The Plans (including the Schedule of Approximate Quantities)
7. The Construction Bonds
8. The Special Provisions

* If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, the City of Lincoln Standard Specifications for Municipal Construction will apply, which are on file in the office of the City Clerk. Copies may be obtained at the Office of the City Engineer.

** The following is an enumeration of the Plans, which are entitled:

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meien
City Clerk



CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive or No. 073297
dated May 27, 2005

EXECUTION BY CONTRACTOR

IF A CORPORATION:

DPC Industries
Name of Corporation

11202 So. 25th St. Omaha, NE 68123
(Address)

ATTEST:

Secretary (SEAL)

By: Tony Leach
Duly Authorized Official

Regional Sales Mgr.
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

DPC Industries
Name of Organization

Type of Organization

11202 So. 25th St. Omaha NE 68123
(Address)

By: _____
Member

By: Tony Leach
Member

IF AN INDIVIDUAL:

DPC Industries
Name

11202 So. 25th St. Omaha, NE 68123
Address

Tony Leach
Signature

BID PROPOSAL
SPECIFICATION NO.05-105
ANNUAL REQUIREMENTS FOR
Liquid Sodium Hypochlorite (bleach)
BID OPENING TIME: 12:00 NOON
DATE: April 27, 2005

original

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers ____ through ____ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

BIDDING SCHEDULE

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
1.	Liquid Sodium Hypochlorite (bleach)	500,000 gallons	\$ <u>746</u> /gal	\$ <u>373,000.00</u>

Insurance Required **X** Yes

Contract Agreement **X** Yes

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Contract Extension Renewal is an option: Yes **X** No ____ **TERM PRICE CLAUSE: BIDDER MUST STATE:**

(a) Bid prices firm for the full contract period: yes; or

(b) Bid prices subject to escalation/de-escalation: ____

(c) If (b), state period for which prices will remain firm:
Through 1st year of contract

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL, MARK OUTSIDE OF BID ENVELOPE:
"SEALED BID FOR SPEC. 05-105"

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

D.P.C. Industries Inc.
COMPANY NAME

11202nd 25th St.
STREET ADDRESS or P.O. BOX

Omaha NE 68123
CITY, STATE ZIP CODE

402-293-1185 402-293-9647
TELEPHONE FAX

Tony Leach
BY (Signature)

Tony Leach
(Print Name)

Regional Sales Manager
(Title)

4-13-05
(Date)

75-1481408
EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: www.lincoln.ne.gov